

BOOK 932 PAGE 29

The parties' mutual intention and belief is that Massachusetts law shall govern the interpretation and enforcement of all their respective rights and duties, and it is acknowledged that they would not have entered into this transaction unless that intention and belief is, and remains, true for all purposes; and, further, that should any court of competent jurisdiction find or rule otherwise in any manner or respect in litigation between these parties or their successors in interest in which these Agreements are involved, interpreted or enforced, it is agreed that such finding or ruling results solely from a mutual mistake of fact of the parties.

10. Fraud, Duress, etc.: The BORROWER at all times has been represented by his own attorney in the negotiation of the terms, the preparation and execution of all documents, and the BORROWER has solely relied upon the advice and instructions of his own attorney who has had the opportunity to review and analyze all of the loan documents for a reasonable period of time prior to BORROWER executing them.

No representations or warranties have been made by the LENDER or relied upon by the BORROWER other than those that are set forth in the LOAN AGREEMENT, Promissory Note and Security Instrument; and all prior statements representations and warranties, if any, are totally superseded and merged into these documents, which collectively represent the final and sole agreement of the parties.

The parties acknowledge that all the terms of this Loan were negotiated at arms length, and all the documents evidencing this Loan were prepared and executed without fraud, duress, undue influence or coercion of any kind exerted by either party upon the other.